

**MASTER LEASE
EXHIBIT 1**

DEFINED TERMS

The following defined terms have the following defined meanings when used in this Master Lease Agreement. Some definitions are taken from the Development Agreement or Stadium Use Agreement.

Defined terms may be used together, and when so used will have the combined meaning of the two defined terms.

TERM	FIRST USED	DEFINED
1998 Letter of Intent	3.3	Development Agreement
AAA	24.4	24.4
Act	Recital A	Recital A
actual Reasonable PSA Operating Expenses	5.1.3.4	5.1.3.4
adjustment date	26.2	26.2
Admissions Tax	18	18
Affected Area	8.8.1	8.8.1
Affiliate	6.1.1.2	
affordable price	8.1.2.1	8.1.2.1
Affordable Priced Seats	8.1.2.1	8.1.2.1
Aggregate Adjustment Amount	8.1.2.3	8.1.2.3
Agreement of Event Scheduling Principles	8.2.2	8.2.2
Allen	Recital H	Recital H
Allen Ownership Group	21.8.1.1	21.8.1
Annual Loan Debt Service	5.1.3.1	5.1.3.1
Annual Maintenance Plan	11.1.3	11.1.3
Annual Review	8.2.3	8.2.3
average	8.1.2.1	8.1.2.1
Backup marketing expenses	4.2.1	Trade meaning
Basic Rent	5.1.2.1	5.1.2.1
Bonds	14.1.2	Development Agreement
booking policies	6.1.4	6.1.4
bunker suite	8.1.3	8.1.3
Business Days	5.1.3.4	Development Agreement
Capital Improvements Account	6.1.1.3	11.7
Cash Reserve	5.7.1.1	5.7.1.1
Change of Control of FNW	21.8.1	21.8.1
Change of Control of Other Tenant	21.8.2	21.8.2
Club Seat	8.1.3	Stadium Use Agreement
Collective Bargaining Agreement	8.7	Common meaning
Commencement Date	3.1	3.1
Comparable Exhibition Facilities	7.2.1	11.1.2.1
Comparable Facilities	11.1.2.1	11.1.2.1

Comparable Parking Facilities	7.2.1	11.1.2.1
Comparable Stadium Facilities	11.1.2.1	11.1.2.1
Completion Date	3.1	3.1
Completion Term	4	4.3.1
Control	21.8	21.8
Damages	15.1	15.1
de facto naming right	17.1.2	17.1.2
Default Interest	26.17	26.17
design development	11.9.1	Trade meaning
Development Agreement	Recital C	Recital C
Development Areas	5.1.3.1	Development Agreement
Dispute	24.1	24.1
Dispute Notice	24.2	24.2
Dispute Resolution	5.1.3.4	24.1
Economic Interest	22.6	26.17
Equitable Proceeding	24.7	24.7
Event of Default	4.2.1	22.1
Exempt Information	25.1.1	25.1.1
Exhibition Center	6.1.3	Development Agreement
Exhibition Hall	Recital C	Recital C
Exhibition Hall Events	6.1.1.2	6.1.1.4
Exhibition Hall Expenses	6.1.1.3	6.1.1.3
Exhibition Hall Naming Rights	6.1.1.2	17.1.1.3
Exhibition Hall Naming Rights	17.1.1.3	17.1.1.3
Exhibition Hall Net Profits	6.1.1.1	6.1.1.1
Exhibition Hall Parking Expenses	6.1.1.6	6.1.1.6
Exhibition Hall Parking Revenue	6.1.1.2	6.1.1.5
Exhibition Hall Revenues	6.1.1.2	6.1.1.2
Extension Period	4	4.2
Fax Number	26.14	26.14
FGI	Introduction	Introduction
FGI Contribution	14.1.2	Development Agreement
FGI Documents	25.1	25.1.1
FGI's Personal Property	23.1	23.1
first reasonable opportunity	8.1.2.3	8.1.2.3
First-Class Condition	11.1.2.1	11.1.2.1
First-Class Manner	7.2.1	7.2.1
Five-Year Plan	11.1.4	11.1.4
flat shows	6.1.1.4	Common meaning
FNW	Recital H	Recital H
Force Majeure	12.1.5	Follows in this Exhibit
GAAP	6.1.5	6.1.5
Governmental Authority	6.1.1.2	Follows in this Exhibit
Hazardous Substances	7.3.1	Development Agreement
Home Game	8.1.2.1	Stadium Use Agreement
Impositions	6.1.1.3	Follows in this Exhibit

Indemnified Party	15.3	15.3
Indemnifying Party	15.3	15.3
Indexed	5.1.1	26.2
Initial Term	4	4.1
Institution	13.8.1	Follows in this Exhibit
Insurance	6.1.1.3	13
internally generated financing	11.1.2.2	11.1.2.2
IP Rights	17.1	17.1
L/C Reserve	5.7.1.1	5.7.1.1
Laws	5.1.3.1	Development Agreement
League	8.1.1	Stadium Use Agreement
Lease	Recital I	Recital I
Lease Year	4.1	4.1
lottery basis	8.1.3	Common meaning
Lottery Promotion obligation	8.4.4	Development Agreement
lowest ticket prices	8.1.2.1	8.1.2.1
Maintenance	6.1.1.3	11.1.1
Major Maintenance	11.1.1	11.3.1
Management Company	21.3.4.2	21.3.7
Mariners	8.2.1	8.2.1
Master Lease Guaranty	2.2	Development Agreement
Master Use Permit	8.8.2	8.8.2
MBE	8.6	8.6
Memorandum of Lease	26.11	Exhibit 25.10
Modernization	6.1.1.3	11.4
Modernization Improvements	11.1.2.2	11.4.1
Modernization Plan	11.4.2	11.4.2
naming rights	17.1	Trade Meaning
Naming Rights Account	6.1.1.3	11.6
Neighboring communities	8.12	8.12
NFL Season	8.1.2.2	Stadium Use Agreement
Nondisturbance	21.2.2	21.2.4
Normal Maintenance	11.1.1	11.2.1
North Parking Lot	3.3	Development Agreement
occurrence basis	13.3.6	Trade meaning
Operating Reserve	5.7.1.1	5.7.1.1
Other Improvements	Recital C	Recital C
Other Transferee	21.8.2	21.8.2
Other Transferee Affiliate	21.8.2.1	21.8.2.1
Parking Facilities Naming Rights	6.1.1.2	17.1.1.4
Parking Facility	Recital C	Recital C
Parking Facility Naming Rights	17.1.1.5	17.1.1.5
Parking Tax	18	18
Partial Taking	14.3	14.3
Parties	4.1	Development Agreement
Percentage Rent	6.1.2	6.1.2

Permitted Exceptions	20.1.2	Exhibit 20.1.2
Person	2.2	Development Agreement
Personal Property	3.4	3.4
PFD	8.2.1	8.2.1
Phase I	3.1	Development Agreement
Phase I Parcel	3.1	Exhibit 3.1, Development Agreement
Phase II	3.1	Development Agreement
Playoff Home Games	8.1.1	Stadium Use Agreement
Premises	2	3.1; 3.2
Prime Rate	26.17	26.17
Project	Recital F	Recital F
Project Art	8.14.1	8.14.1
Project Art Fund	8.14.1	8.14.1
Project Art Selection Committee	8.14.2	
Project Art Spaces	8.14.2	8.14.2
Project Element	Recital E	Recital E
Project Improvements	Recital E	Recital E
Project Labor Agreement	8.7	Development Agreement
Project Naming Rights	17.1.1.1	17.1.1.1
Project Site	Recital B	Recital B
Property Contribution Agreement	3.3	Development Agreement
PSA	Introduction	Introduction
PSA Advisory Committee	17.4.4	Development Agreement
PSA Office Space	3.5.3	8.11.1
PSA Possession Date	21.2.1	21.2.1
PSA's Board Meetings	8.11.5	8.11.5
PSLs	2.1	Development Agreement
public area	8.11.1	8.11.1, Act
public or entertainment areas	10.2.5	Act
public records	25.3	Common meaning
punch list	11.9.3	Trade meaning
Qualified Sublease	21.1	21.2.1
Ratable proportion of PSL Proceeds	14.1.2	14.1.2
Reasonable Efforts	4.4	Development Agreement
reasonable expenses	22.4.3	22.4.3
Reasonable PSA Operating Expenses	4.2.1	5.1:3.1
reasonable rental value	22.4.2	22.4.2
reference date	26.2	26.2
Regular Season Home Games	8.1.1	Stadium Use Agreement
Related Agreements	15.2	Development Agreement
Related Person	7.3.3	Development Agreement
Rent	4.2.2	5.1
Rent Letter of Credit	21.5.1	21.5.1
Reserve Letter of Credit	5.7.3.1	5.7.3.1
Restoration	12.1	12.1

Restoration Proceeds	12.1.4	12.1.4
Seattle metropolitan area	8.7	Common meaning
sight draft	5.7.3.1	Trade meaning
Special Naming Rights	17.1.1	17.1.1
Special Naming Rights Agreement	17.4.2	17.4.2
Stadium	Recital C	Recital C
Stadium	6.1.1.4	Development Agreement
Stadium Mitigation Report and Plan	8.8.2	8.8.2
Stadium Naming Rights	17.1.1.2	17.1.1.2
Substantial Completion	3.1	Development Agreement
Substantial Taking	14.2	14.2
Sufficient Experience	21.3.4.2	21.3.4.2
Suite	8.1.3	Stadium Use Agreement
Suite Lottery	8.1.3	8.1.3
Suite Lottery Program	8.1.3	8.1.3
Swing Space	Recital D	Recital D
Tax Collection and Disbursement Agreement	18	18
Team	Recital H	Recital H
team affiliate	Recital H	Act
Temporary Taking	14.6	14.6
Term	3.2	4
Total Taking	14.1	14.1
Transfer	21.3.1	21.7
Transferee	21.3.1	21.3.1
Trustee of Insurance	12.1.2	13.8.1
turn-key	Recital G	Trade meaning
Utilities	6.1.1.3	Follows in this Exhibit
WBE	8.6	8.6

Force Majeure. "Force Majeure" means any matter beyond the reasonable control of a party (financial inability excepted), including, without limitation, weather, strikes, labor unrest, labor disputes, lockouts, picketing, labor shortages, failure of Utilities, materials shortages, transportation shortages, energy shortages, governmental action or inaction, rationing, inability to obtain permits or third-party approvals, war, acts of terrorism, acts of vandalism, civil commotion, insurrection, riots, local or national emergency, acts of God, natural disasters, or fire or other casualty.

Governmental Authority. "Governmental Authority" means any federal, state, regional, local or municipal government, corporation, department, agency, district, court, tribunal, or other instrumentality having jurisdiction over the matter(s) in question.

Impositions. "Impositions" means all taxes, including without limitation admissions taxes, parking taxes, sales taxes, gross receipts taxes, compensating or other retail excise taxes, special and general assessments, use and occupancy taxes, rent taxes, possessory interest taxes, excises, levies, license and sales and permit fees and taxes of general application and all other charges of

general application which shall during the Term of the Lease be assessed, levied, charged, confirmed or imposed by any Governmental Authority, or which accrue or become due or payable on account of or become a lien on or against the Premises or Project Improvements or any portion thereof, or any interest in the Premises.

Institution. "Institution" shall mean a bank, insurance company, pension fund, major financial institution, or other entity actively engaged in a business related to the business for which "Institution" is contemplated by the particular context of this Lease, with total assets of at least \$100,000,000, Indexed.

Utilities. "Utilities" means all services and utilities delivered to, provided for, or consumed on the Premises, including, without limitation, such services as janitorial and garbage pick-up, and such utilities as gas, water, sewer, storm water drainage, electricity, cable, microwave, television, and telecommunications services.

MASTER LEASE
EXHIBIT 3.1
PHASE I PARCEL DESCRIPTION

General description of Phase I of the Project Site (not an official legal description):

That portion of the Project Site (described in Exhibit A) lying south of the following described line:

Beginning at a point on the eastern margin of Occidental Street, located 780 feet north of the northeast intersection of S. Royal Brougham Way and Occidental Ave. So.; thence easterly to a point that intersects a line that is an arc which is concentric with the existing Kingdome building and which runs 20 feet south of the existing Kingdome Gate "A"; thence leaving such concentric arc and running easterly to the ending point located on the easterly margin of a roadway known as "Street of Dreams" which ending point is located on a line that runs 740 feet north from the northerly margin of S. Royal Brougham Way.

MASTER LEASE
EXHIBIT 4.1

CONFIRMATION OF COMMENCEMENT DATE AND COMPLETION DATE

CONFIRMATION OF COMMENCEMENT DATE

Pursuant to Section 4.1 of the Master Lease dated November 24, 1998, between PSA and FGI ("Master Lease"), the parties hereby confirm that:

The Commencement Date as defined in the Master Lease is


October 28, 1999

Dated: October 29, 1999

WASHINGTON STATE PUBLIC STADIUM
AUTHORITY

By: 
Ann M. Kawasaki, Executive Director

FIRST & GOAL INC.

By: 
Robert J. Whitsitt, President



PUBLIC STADIUM MISC

9 88

19991102000895
PAGE 002 OF 002
11/02/1999 12:31
KING COUNTY, WA

RETURN ADDRESS

After recording return to:
Robin Wohlhueter
Public Stadium Authority
401 2nd Avenue South, Suite 520
Seattle, WA 98104



PUBLIC STADIUM MISC

9.00

19991102000895
PAGE 001 OF 002
11/02/1999 12:31
KING COUNTY, WA

Please print neatly or type information

Document Title(s)

Confirmation of Commencement Date - Phase I

Reference Numbers(s) of related documents

Additional Reference #'s on page ____

Grantor(s) (Last, First and Middle Initial)

Washington State Public Stadium Authority

Additional grantors on page ____

Grantee(s) (Last, First and Middle Initial)

Wrist & Gael Inc.

Additional grantees on page ____

Legal Description (abbreviated form: i.e. lot, block, plat or section, township, range, quarter/quarter)

Additional legal is on page ____

Assessor's Property Tax Parcel/Account Number

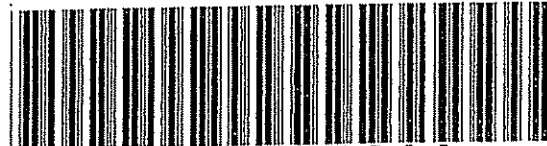
Additional parcel #'s on page ____

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

LL 014-007
F829
D 134925

Return Address:

Seahawks Stadium & Ev. Center
800 Occidental Ave #700
Seattle WA 98134



20020807001911

WA STATE PUBLIC N
PAGE 001 OF 003
03/07/2002 12:08
KING COUNTY, WA

21.00

Please print or type information WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)

1. Notice of Confirmation of Completion Date

3. _____ 4. _____

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page _____ of document

2 00005 22 000751

Grantor(s) (Last name, first name, initials)

1. Public Stadium Authority

2. _____

Additional names on page _____ of document.

Grantee(s) (Last name first, then first name and initials)

1. First & Goal Inc.

2. _____

Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number

☐ Assessor Tax # not yet assigned

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

John W. R. - PSA

Signature of Requesting Party

PSA 000149

NOTICE OF CONFIRMATION OF COMPLETION DATE

This Notice of Confirmation is executed by WASHINGTON STATE PUBLIC STADIUM AUTHORITY, a Washington public corporation ("PSA") and FIRST & GOAL INC., a Washington Corporation ("FGI").

This relates to Section 4.1 of the Master Lease dated November 24, 1998, between PSA and FGI ("Master Lease"), a Memorandum of which is recorded in King County, Washington on May 22, 2000 as Document Number 20000522000751. The parties hereby confirm that:


1. The Completion Date as used in the Master Lease is June 27, 2002.

Dated this 26th of July, 2002.

PSA:

WASHINGTON STATE PUBLIC STADIUM
AUTHORITY

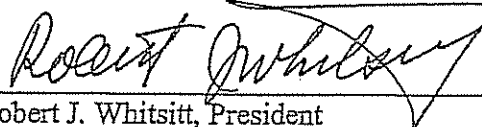
By:


Ann M. Kawasaki

FGI:

FIRST & GOAL INC.

By:


Robert J. Whitsitt, President

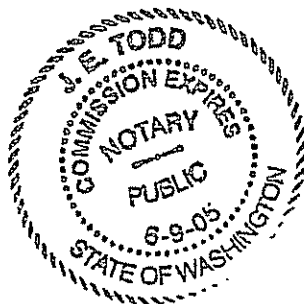
[ACKNOWLEDGEMENTS FOLLOW]

20020807001911

STATE OF WASHINGTON)
)
 COUNTY OF KING)

I certify that I know or have satisfactory evidence that ANN M. KAWASAKI is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Executive Director of the WASHINGTON STATE PUBLIC STADIUM AUTHORITY, a Washington public corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this 26th day of July, 2002.



J. E. Todd
 (Signature of Notary)

J. E. Todd
 (Legibly Print or Stamp Name of Notary)
 Notary public in and for the State of Washington,
 residing at Bornell, WA

My appointment expires 6/9/05

STATE OF WASHINGTON)
)
 COUNTY OF KING)

I certify that I know or have satisfactory evidence that ROBERT J. WHITSITT is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the President of the FIRST & GOAL INC., a Washington corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this 24th day of July, 2002.

KIM LINDBECK
 (Signature of Notary)

KIM LINDBECK
 (Legibly Print or Stamp Name of Notary)
 Notary public in and for the State of Washington,
 residing at EDMONDS, WA

My appointment expires 3/15/04

20020807001911

**MASTER LEASE
EXHIBIT 6.2
POSSIBLE FUTURE PROJECT ACTIVITIES**

NOTHING HEREIN SHALL BE CONSTRUED AS ENTITLING FGI TO USE THE PREMISES
OTHER THAN IN ACCORDANCE WITH SECTION 7.1.

Adult Shows	Commercial Equipment Shows (e.g. office equipment)
Advertising and Sponsorship	Commercial Seminars (e.g. self-improvement such as Anthony Robbins)
Aircraft Events or Activities/ Shows/ Races/ Demonstrations/ Sales/ Auctions/ etc. (e.g., lighter than air, heavier than air, powered, unpowered, current, futuristic, vintage, etc.)	Competitions (e.g. Band/ Cheerleader/ Dance/ Food (e.g. Chili Cook Off)/ Chess/ Athletic/ Academic/ etc.)
Antique/ Collectibles Fairs/ Events or Activities	Computers and Technology Events or Activities
Arcades/ Games/ Gaming	Concerts
Art Events or Activities/ Demonstrations/ Shows/ Sales/ Auctions/ etc.	Concessions/ Catering/ Novelties/ Visitor Services
Arts, Crafts and/or Hobby Events or Activities/ Demonstrations/ Shows/ Sales/ Auctions/ etc.	Conventions
Automobile and /or Vehicle (e.g. motorcycles, off-road, tractor, powered, un-powered) Events or Activities/ Shows/ Races/ Demonstrations/ Sales/ Auctions/ etc. (e.g. current, futuristic, vintage, etc.)	Corporate and Business Meetings (e.g. annual meetings)/ Parties/ Events or Activities
Bartering, Exchanging or Trading Events or Activities	Demonstrations
Bazaars (Holiday etc.)	Direct Marketing Events or Activities (e.g. Amway, Herbalife)
Beer, Wine and/or Food Events or Activities / Festivals/ etc.	Disabled/Special Needs Persons Events or Activities
Bicycle and other Human Powered and Unpowered Vehicle Events or Activities/ Shows/ Races/ Demonstrations/ Sales/ Auctions/ etc.	Distribution
Boat and other Watercraft Events or Activities/ Shows/ Races/ Demonstrations/ Sales/ Auctions/ etc. (e.g., motor powered, sail, unpowered, current, futuristic, vintage, etc.)	"Double Dare" type Events or Activities
Bridal or Wedding Shows/ Events or Activities	Educational Events or Activities
"Bumbershoot" type Events or Activities	Emergency Events or Activities / Training/ Housing/ Medical/ Detention/ etc.
Carnivals	Entertainment Events or Activities
Charity Events or Activities/ Runs/ Walks/ Auctions/ Rallies/ etc.	Exhibitions
Children Shows/ Events or Activities	"Extreme Sports" Events or Activities
Circuses	Fairs
Civic Events or Activities	Family Shows/ Events or Activities
Classes	Farmers Markets
Combination Events or Activities	Fashion Shows/ Events or Activities
Commercial Events or Activities	Festivals (e.g. Ethnic/ Food (e.g. Bite of Seattle)/ Music (e.g. Bumbershoot)/ etc.)
	Film, Video, and Photography Events or Activities
	Fireworks Shows
	Flea Markets
	Frisbee/ Frisbee Golf/ etc. Tournaments/ Events or Activities
	Games and Related Events or Activities
	Gatherings: (e.g. Million Man March, Promise Keepers)
	Goodwill Games

Government Events or Activities	Pet, Livestock and other animal Shows/ Events or Activities
"Haunted House" type Events or Activities	Plant Shows/ Events or Activities
Highland Games/ Events or Activities	Police Station
Holiday Events or Activities/ Festivals/ Shows/ etc., (e.g. New Years, New Millennium, Fourth of July, Christmas, Easter, etc.)	Political Conventions/ Events or Activities
Home/ Yard/ Garden Shows/ Events or Activities	Polo
"Hoop it Up" type Events or Activities	Pope/ President/ Dignitary/ Celebrity Events or Activities
Hot Air Balloon Events or Activities	Private Events or Activities
Hot Rod Car Shows/ Events or Activities	Public Events or Activities
Industry Events or Activities/ Games/ etc., (e.g. log rolling, bus rodeo)	Public Service Events or Activities
Junior Olympics	Rallies
Labor/ Union Events or Activities	Races
Laser Shows	Recreational Equipment Shows/ Events or Activities
Laser Tag	Recreational Vehicle Shows/ Events or Activities
Manufacturing/ Assembly	Religious Events or Activities / Revivals/ Services/ Prayer Meetings/ Convocations/ etc.
Martial Arts Competitions/ Events or Activities	Religious Group or Organization Events or Activities / etc.
Mazes	Retail Sales/ Showroom
Meetings	Retreats
Meets	Rifle/ Gun/ Weapons/ Ammo Shows/ Sales/ Events or Activities/ etc.
Model and/or Hobby Shows/ Demonstrations/ Competitions/ Sales (e.g. aircraft, trains boats, cars)	Rock Climbing and related Events or Activities
Motivational Speakers	Rodeo
Motorcycle/ Bicycle / Motocross Competitions/ Events or Activities	Runs
Movie Theater	Sales
Museums	Science or Scientific Fairs/ Events or Activities
Music Events or Activities/ Performances/ Festivals (e.g. Bumbershoot/ Jazz/ "Lillith Fair"/ "Lollapalooza"/ Blues/ etc.)/ Concerts/ Recitals/ etc.	"Saturday Market" type Events or Activities
"Major League Baseball Experience" type Events or Activities	Scouting/Campfire/and Other Youth Group Events or Activities
"Major Soccer League Experience" type Events or Activities	"Seafair" Events or Activities
Neighborhood Events or Activities	"Seahawk Experience" type Events or Activities
Noncommercial Seminars	Seasonal Events or Activities (e.g. Oktoberfest/ Spring Time Celebration)
Nonprofit Events or Activities	Seminars
"NFL Experience" type Events or Activities	Shakespearean type Festivals/ Events or Activities
Office	Shows
Olympic Games Events or Activities	Skating Events or Activities (including in-line and skateboards).
Outdoor/ Sportsman Shows/ Events or Activities	Ski Jump Events or Activities
Paintball	Ski Shows/ Events or Activities
Parachuting/ Air Sports Events or Activities	Social Events or Activities
Parades	Special Interest Group Events or Activities
Parties and Celebrations e.g. Weddings, Bar Mitzvahs, Confirmations, Birthdays, New Years, Millennium, etc.	Special Olympics Events or Activities
Patriotic Events or Activities	Speeches
Performance Theater	Sports and/or Athletic Events or Activities, including without limitation school, college, amateur, semi-pro, professional, seniors, international, disabled, and charitable events

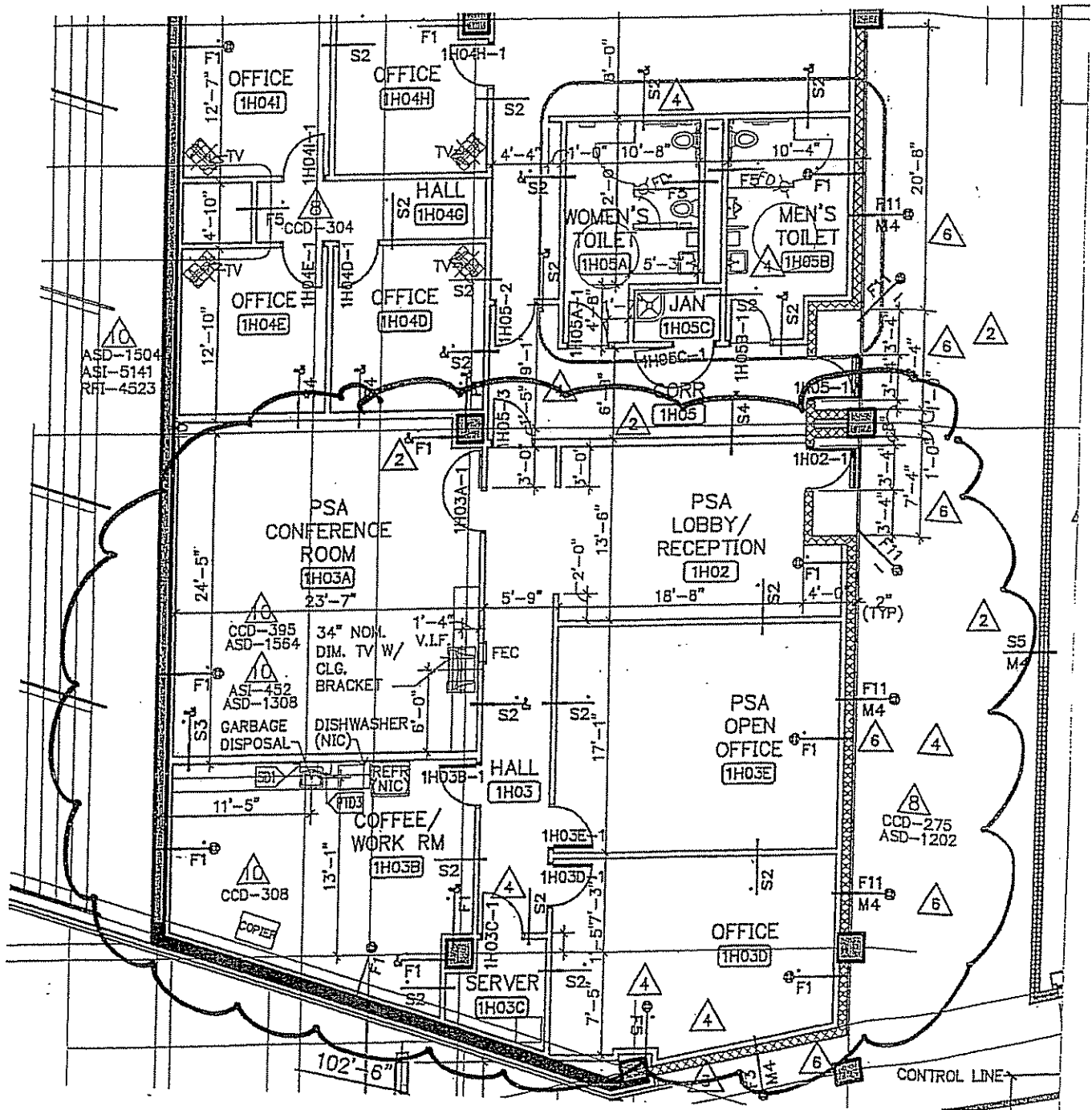
or activities and activities, including without limitation competitions, tryouts, training, practices and exhibition, regular season, preliminary, qualifying, post-season, championship, tournament, and "all-star" games for any sport, including without limitation: football, soccer, tennis, softball, baseball, lacrosse, track and field, gymnastics, field hockey, bicycle, rugby, fencing, Olympic-type events or activities, decathlon, triathlon, biathlon, fencing, shooting, boxing, wrestling, archery, golf, cricket, croquet, lawn bowling, ice and roller/in-line skating, skateboard, ice skating, swimming, diving, skiing, etc.; and including without limitation any organizational, promotional, ceremonial, celebratory, historical, fan participation, fan recognition, community outreach, or other or similar type event ancillary or otherwise related to any such sporting or athletic events or activities (or series or season of such Events or Activities) or to any player or coach or other participant, team, league or other organization involved in such events or activities.

Superbowl and Related Events or Activities
 Swap Meets
 Television Shows (e.g. Wheel of Fortune)
 Theater
 Theme Park
 Tournaments
 Tractor Pulls
 Trade Shows/ Events or Activities
 Training
 Virtual Reality/Holograms
 Walks
 Warehouse
 Water Park
 Wholesale Sales/ Showroom
 World Championships and Preliminaries
 World Cup Soccer
 World Masters Games

PSA 000154

MASTER LEASE
EXHIBIT 8.11

FORM OF CONFIRMATION OF PSA OFFICE SPACE DESIGNATION
ARCHITECT OF RECORD DRAWING
A111 H - PSA OFFICES



**U.S. EXHIBIT HALLS & TOTAL SQUARE FEET
OF CURRENT EXHIBIT SPACE***

- | | | |
|---|--|---|
| 1. McCormick Place
Chicago, IL
2,200,000 | 11. Cobo Conference/
Exhibition Center
Detroit, MI
800,000 | 21. New Atlantic City Convention
Center
Atlantic City, NJ
500,000 |
| 2. Las Vegas Convention Center
Las Vegas, NV
1,300,000 | 12. Jacob K. Javits Convention
Center of New York
New York City, NY
760,000 | 22. Kansas City Convention
Center (includes H. Roe Bartle
Hall)
Kansas City, MO
498,600 |
| 3. Georgia World Congress
Center
Atlanta, GA
1,180,000 | 13. Anaheim Convention Center
Anaheim, CA
720,000 | 23. George R. Brown Convention
Center
Houston, TX
451,500 |
| 4. Astrodome U*S*A (includes)
Astrohall, Astroarena,
Astrodome)
Houston, TX
1,130,000 | 14. Ernest N. Morial
Convention Center – New
Orleans
New Orleans, LA
700,000 | 24. Tulsa Exposition Center
Tulsa, OK
448,000 |
| 5. Orange County Convention
Center
Orlando, FL
1,103,538 | 15. National Western Complex
Denver, CO
601,500 | 25. Moscone Convention Center
San Francisco, CA
442,000 |
| 6. Kentucky Exposition Center
Louisville, KY
1,068,050 | 16. Rosemount Convention
Center
Rosemount, IL
600,000 | 26. Phoenix Civic Plaza
Phoenix, AZ
438,000 |
| 7. Sands Expo & Convention
Center
Las Vegas, NV
1,006,396 | 17. San Diego Convention
Center
San Diego, CA
571,981 | 27. Pennsylvania Convention
Center
Philadelphia, PA
435,000 |
| 8. International Exposition (I-X)
Center
Cleveland, OH
902,000 | 18. Indiana State Fairgrounds
Event Center
Indianapolis, IN
559,000 | 28. New Charlotte Convention
Center
Charlotte, NC
412,500 |
| 9. Los Angeles Convention &
Exhibition Center
Los Angeles, CA
865,000 | 19. Miami Beach Convention
Center
Miami Beach, FL
502,717 | 29. Cleveland Convention Center
Cleveland, OH
409,000 |
| 10. Convention Center
Dallas, TX
850,000 | 20. America's Center/Cervantes
Convention Center
St. Louis, MO
502,000 | 30. Long Beach Convention &
Entertainment Center
Long Beach, CA
390,382 |

PSA 000156

- | | | |
|---|--|--|
| 31. Washington Convention Center
Washington, D.C.
381,000 | 42. Colorado Convention Center of the Denver Convention Complex
Denver, CO
300,000 | 52. Bayside Expo Center
Boston, MA
250,000 |
| 32. Indiana Convention Center & RCA Dome
Indianapolis, IN
377,452 | 43. Cow Palace
San Francisco
300,000 | 53. Dane County Expo Center
Madison, WI
250,000 |
| 33. Palmetto Expo Center
Greenville, SC
375,000 | 44. Atlanta Market Center (Merchandise Mart, Apparel Mart, Gift Mart, INFORUM)
Atlanta, GA
296,000 | 54. San Mateo County Expo Center
San Mateo, CA
245,000 |
| 34. American Royal Center
Kansas City, MO
372,000 | 45. Henry B. Gonzalez Convention Center
San Antonio, TX
291,600 | 55. Louisiana Superdome
New Orleans, LA
240,030 |
| 35. Reno Convention Center
Reno, NV
370,000 | 46. King County Stadium/"The Kingdome"
Seattle, WA
281,147 | 56. Dr. Albert B. Sabin Convention Center
Cincinnati, OH
240,000 |
| 36. Fairplex
Pomona, CA
348,920 | 47. CAL EXPO/California Exposition & State Fair
Sacramento, CA
263,600 | 57. Tampa Convention Center
Tampa, FL
236,000 |
| 37. Portland Metropolitan Exposition Center
Portland, OR
341,200 | 48. Fort Washington Expo Center
Fort Washington, PA
260,000 | 58. Charlotte Merchandise Mart
Charlotte, NC
224,000 |
| 38. Minneapolis Convention Center
Minneapolis, MN
319,000 | 49. Salt Palace Convention Center
Salt Lake City, UT
256,000 | |
| 39. Eastern States Exposition
West Springfield, MA
317,000 | 50. Wisconsin Center
Milwaukee, WI
256,000 | |
| 40. Greater Columbia Convention Center
Columbus, OH
306,000 | 51. Arizona State Fair Park & Exposition
Phoenix, AZ
255,880 | |
| 41. Baltimore Convention Center
Baltimore, MD
300,000 | | |

PSA 000157

Here is the Stadia information that you requested. Some do have names (naming rights), some do not.

NFL Stadia Opened Since 1996:

1. ALLTEL Stadium - Jacksonville Jaguars
2. Ericcson Stadium - Carolina Panthers
3. Jack Kent Cooke Stadium - Washington Redskins
4. Baltimore Ravens Stadium

NFL Stadia Proposed by 2006 (to date)

1. Tampa Bay Stadium - Tampa Bay Buccaneers
2. Tennessee Oilers Stadium
3. Cleveland Browns Stadium
4. Cincinnati Bengals Stadium
5. Detroit Lions Stadium
6. San Francisco 49ers Stadium (on hold)
7. Washington State Football/Soccer Stadium and Exhibition Center - Seattle Seahawks
8. Denver Broncos Stadium
9. Pittsburgh Steelers Stadium

MLB Stadia Opened Since 1996:

1. Turner Field - Atlanta Braves
2. BankOne Ballpark - Arizona Diamondbacks

MLB Stadia Proposed by 2006 (to date):

1. Miller Field - Milwaukee Brewers
2. Safeco Field - Seattle Mariners
3. Houston Astros Stadium
4. Detroit Tigers Stadium
5. Minnesota Twins Ballpark (on hold)
6. New York Mets Ballpark
7. Cincinnati Reds Ballpark

Free-Standing Parking Garages			
Garage	Location	Owner/Operator	Stalls
6th & Cherry Garage	6th & Cherry	Republic Parking	770
Post Office	4th & Lander	Post Office	980
"Sinking Ship"	2nd & Yesler	AMPCO	250
King County Administration Garage	5th & Jefferson	King County	740
Bon Marche Garage	3rd & Stewart	Bon Marche	840
Market & Western Garage	Western & Virginia	Pike Place Market PDA	530
Seattle Central Community College	Bolyston & Pine	SCCC	527
Swedish Hospital	Boren & James	Sweedish Hopital	110
Seattle University	Broadway & Marion	Sweedish Hopital	100 (approx)
Providence Hospital	15th & Jefferson	Providence Hospital	724
Mercer Garage	Mercer & 3rd	Seattle Center	1500
Key Arena Garage	Thomas & Warren	Seattle Center	400-500

**MASTER LEASE
EXHIBIT 20.1.2**

PERMITTED EXCEPTIONS

1. Reservation of Possessory Rights by King County, Washington as set forth in that certain Warranty Deed executed by King County, Washington, as grantor, in favor of the Washington State Public Stadium Authority, as grantee, dated _____, 1998 recorded with King County Records, No. _____ (to be recorded).
2. Assessment by Metro Tunnel filed February 13, 1991 with King County Records, No. 0440-766620-4876-09, provided that PSA shall be responsible for causing King County to pay all amounts owing as provided for in the Agreement and Letter of Intent referenced in Permitted Exception #21.
3. An unrecorded lease between King County, as lessor, and Donald B. Murphy Contractors, Inc. & Associated, a joint venture, as lessee, dated December 1, 1973 relating to the stadium energy plant, as disclosed by an assignment for security purposes recorded under Recording No. 7402150375, which lease was subsequently assigned to Citicorp, as lessee, as disclosed by Recording No. 8612120582, and a bill of sale conveying the stadium plant to The Bank of California, N.A., by assignment recorded under Recording No. 7402150374.
4. Financing Statement executed by King County, State of Washington Department of Stadium Administration ("King County"), as debtor, in favor of Citicorp Leasing, Inc. ("Citicorp") recorded on December 12, 1986 with King County Records, No. 8612120582, as continued by instruments recorded under Recording Nos. 9107030441, 9107250418 and 9609171167. PSA shall be responsible for causing King County to pay all amounts owing under such Financing Statement as provided for in the Agreement and Letter of Intent referenced in Permitted Exception #21 below.
5. Liability, if any, for the pro-rated portion of current year's general taxes for the Property which is currently being carried on the tax rolls as exempt from taxation.
6. Release of Damages executed by Northern Pacific Railway Company in favor of the City of Seattle in connection with the construction of a side sewer, dated April 23, 1949, recorded on April 29, 1949 with King County Records, No. 3897380.
7. Release of Damages executed by Northern Pacific Railway Company in favor of the City of Seattle in connection with the construction of a side sewer, dated April 26, 1964, recorded on May 3, 1964 with King County Records, No. 5874002.
8. Release of Damages executed by Great Northern Railway Co. in favor of the City of Seattle in connection with the construction of a side sewer dated October 11, 1967, recorded on November 15, 1967 with King County Records, No. 6265537.

9. Ordinance No. 98852 creating the Pioneer Square Historic District.
10. Easement for fire hydrants executed by King County, as grantor, in favor of the City of Seattle, as grantee, dated May 2, 1995, recorded May 2, 1995 with King County Records, No. 9505021077.
11. Easement for utilities, hot water flows and returns, air conditioning water flows and returns, 10,000 gallon underground fuel tank with supply and return lines recorded February 15, 1974 with King County Records, No. 7402150375.
12. Easement for one electric substation in favor of Burlington Northern Inc recorded March 8, 1979 with King County Records, No. 7903080743.
13. Easement for underground electric distribution facilities in favor of the City of Seattle recorded February 26, 1997 with King County Records, No. 9702261536.
14. City of Seattle Ordinance No. 118857 pertaining to amended land use and zoning affecting a westerly portion of the Project Site recorded with King County Records, No. 9801209276.
15. Covenants for off-site parking from Merrill Place LLC recorded June 16, 1998 with King County Records, No. 9806160880.
16. Covenants for off-site parking from Union Station Associates LLC recorded June 16, 1998 with King County Records, No. 9806160881.
17. Covenant for off-site parking from Union Station Associates LLC recorded June 16, 1998 with King County Records, No. 9806160882.
18. Covenant for off-site parking from Washington State Major League Baseball recorded June 18, 1998 with King County Records, No. 9806181828.
19. Covenant for off-site parking from Washington State Public Stadium Authority recorded July 20, 1998 with King County Records, No. 9807301034.
20. Covenant for geologic hazard area from King County recorded July 31, 1998 with King County Records, No. 9807311097.
21. Agreement and Letter of Intent among King County, Washington, City of Seattle, Washington State Public Stadium Authority, First & Goal Inc., Football Northwest Inc. and Washington State Department of Transportation dated June 25, 1998 and recorded with King County Records, No. 9807012001.
22. Agreement, Stadium and Exhibition Center Property Contributions and Reservation of Possessory Rights between King County, Washington and The Washington State Public Stadium Authority dated September 30, 1998 and recorded with King County Records, No. _____ (to be recorded).

Exhibit 20.1.2

Page 2

EXHIBIT A
Page 122 of 179

PSA 000161

23. Existing utility and electrical power easements.
24. A prospective electrical power easement in favor of Seattle City Light for purposes of improving electrical services on and near the area of the current north lot of the Kingdome (to be recorded).
25. A prospective public and private transportation easement in favor of the County's Transportation Department ("Metro") as described in the Agreement and Letter of Intent referenced in Permitted Exception #21 (to be recorded).
26. A prospective easement in favor of the RTA in connection with a proposed Weller Street public access pedestrian bridge as such easement extends onto the Kingdome Parcel as described in the Agreement and Letter of Intent referenced in Permitted Exception #21 (to be recorded).

**MASTER LEASE
EXHIBIT 26.14**

After Recording Return To:

Allen D. Israel
Foster Pepper & Shefelman PLLC
1111 Third Avenue, Suite 3400
Seattle, Washington 98101

MEMORANDUM OF MASTER LEASE

GRANTOR: WASHINGTON STATE PUBLIC STADIUM AUTHORITY, a
Washington public corporation ("PSA")

GRANTEE: FIRST & GOAL INC., a Washington corporation ("FGI")

PREMISES LEGAL DESCRIPTION:

1. Abbreviated Form: Lots 1-35, Block 325 and Lots 1-35, Block 285, Seattle Tidelands
2. Additional legal description is on Exhibit A attached hereto.

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(S):

Assessor's Property Tax Parcel Account Number(s) is(are) on Exhibit B attached hereto.

1. PSA has leased to FGI upon the terms and conditions of the Master Lease between the parties dated November 24, 1998 (the "Master Lease"), certain real property described in attached Exhibit A incorporated herein by reference (the "Premises"), together with certain improvement to be constructed thereon pursuant to a Development Agreement between the parties dated November 24, 1998 (the "Development Agreement").

2. The Master Lease shall be for an initial term commencing on the Commencement Date as defined therein and shall end on the last day of the thirtieth (30th) complete Lease Year following the Completion Date, as defined therein, plus one completion term of up to 12 months,

30004695.02

Exhibit 26.14 Page 1



20000522000750

FIRST AMERICAN LE
PAGE 001 OF 006
05/22/2000 11:27
KING COUNTY, WA

13.00

AFTER RECORDING MAIL TO:

Name Foster Pepper & Shefelman

Address 1111 Third Ave., Suite 3400

City/State Seattle, WA 98101

attn: Allen D. Israel

Document Title(s): (or transactions contained therein)

1. Memorandum of Master Lease
- 2.
- 3.
- 4.

Reference Number(s) of Documents assigned or released:

☐ Additional numbers on page _____ of document

Grantor(s): (Last name first, then first name and initials)

1. Washington State Public Stadium Authority
- 2.
- 3.
- 4.

5. ☐ Additional names on page _____ of document

Grantee(s): (Last name first, then first name and initials)

1. First & Goal Inc.
- 2.
- 3.
- 4.

5. ☐ Additional names on page _____ of document

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)

Por. Blocks 285 & 325 Seattle Tidelands

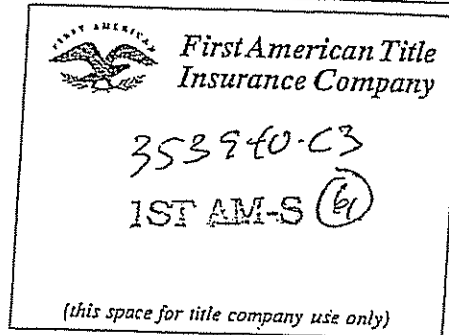
☐ Complete legal description is on page _____ of document

Assessor's Property Tax Parcel / Account Number(s):

766620-4876 & 766620-4880

WA-1

NOTE: The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.



(this space for title company use only)

Filed for Record at Request of
After Recording Return to:

Allen D. Israel
Foster Pepper & Shefelman PLLC
1111 Third Avenue, Suite 3400
Seattle, Washington 98101

MEMORANDUM OF MASTER LEASE

2050 052 2000750

Grantor: WASHINGTON STATE PUBLIC STADIUM AUTHORITY, a
Washington public corporation ("PSA")

Grantee: FIRST & GOAL INC., a Washington corporation ("FGI")

Legal: POR. Block 285 & 325, SEATTLE TIDELANDS, additional legal
description is on Exhibit A attached hereto

Tax Number: POR. 76620-4876; and 766620-4880

1. PSA has leased to FGI upon the terms and conditions of the Master Lease between the parties dated November 24, 1998 as amended by First Amendment to Master Lease dated July 22, 1999 (the "Master Lease"), certain real property described in attached Exhibit A incorporated herein by reference (the "Premises"), together with certain improvement to be constructed thereon pursuant to a Development Agreement between the parties dated November 24, 1998 as amended by First Amendment to Development Agreement dated November 1, 1999 (the "Development Agreement").

2. The Master Lease shall be for an initial term commencing on the Commencement Date as defined therein and shall end on the last day of the thirtieth (30th) complete Lease Year following the Completion Date, as defined therein, plus one completion term of up to 12 months, in accordance with the terms of the Master Lease. The term may be extended for up to three extension periods of ten (10) years each, plus one completion term of up to twelve months in accordance with the terms of the Master Lease. The Completion Date is expected to occur in late 2002.

3. If the North Half Lot, as defined in the Property Contribution Agreement which is described in the Development Agreement, is acquired by PSA, then upon such acquisition that property shall become part of the Premises and subject to the Master Lease and the modified description of the Premises shall be recorded as an amendment to this Memorandum.

Section 27 of the Development Agreement contemplates the possibility of further development of certain portions of the Premises. In such event, the Premises shall be appropriately modified, if required, and the modified description of the Premises shall be recorded as an amendment to this Memorandum.

5. In the event of a conflict between the provisions of this Memorandum and the Master Lease, the provisions of the Master Lease shall control.

Dated this ____ day of May 2000.

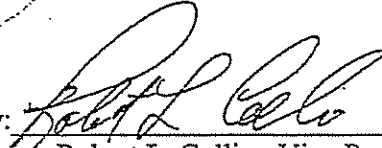
PSA:

WASHINGTON STATE PUBLIC STADIUM
AUTHORITY

By: 
Frederick Mendoza, Vice-Chair of the Board

FGI:

FIRST & GOAL INC.

By: 
Robert L. Collier, Vice-President

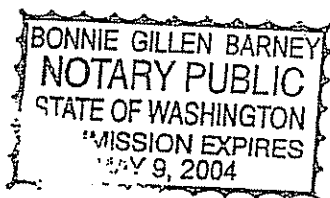
[ACKNOWLEDGEMENTS FOLLOW]

2030 052 2000750

STATE OF WASHINGTON)
) ss.
 COUNTY OF KING)

I certify that I know or have satisfactory evidence that **FREDERICK MENDOZA** is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Vice-Chair of the Board of the **WASHINGTON STATE PUBLIC STADIUM AUTHORITY**, a public corporation of the State of Washington, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this 15 day of May 2000.



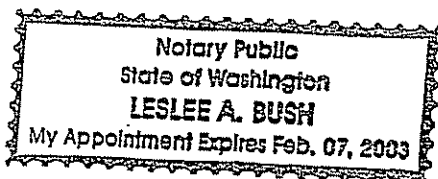
Bonnie Gillen Barney
 (Signature of Notary)
Bonnie Gillen Barney
 (Legibly Print or Stamp Name of Notary)
 Notary public in and for the State of Washington,
 residing at Kent

My appointment expires 5/9/04

STATE OF WASHINGTON)
) ss.
 COUNTY OF KING)

I certify that I know or have satisfactory evidence that **ROBERT L. COLLIER** is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Vice-President of **FIRST & GOAL INC.**, a Washington corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this 16th day of May 2000.



Leslee A. Bush
 (Signature of Notary)
Leslee A. Bush
 (Legibly Print or Stamp Name of Notary)
 Notary public in and for the State of Washington,
 residing at Bellevue

My appointment expires February 07, 2003

30904695 03

EXHIBIT A

Legal Description

Lots 5 through 35, Block 285, Lots 5 through 35, Block 325, the Seattle Tide Lands as shown on the official maps of the Seattle Tide Lands in Volume 2, pages 29, 30, 31 and 32 in King County, Washington, and that portion of 3rd Avenue South, vacated per City of Seattle Ordinance No. 10552, conveyed to King County by Burlington Northern, Inc. by Warranty Deed recorded under King County Auditor's File No. 7112140537.

EXCEPT that portion of Lot 5 said Block 325, lying North of the adjusted line per City of Seattle Lot Boundary Adjustment Number 9806721.

And EXCEPT that portion of Lot 5 said Block 285 and said vacated 3rd Avenue South lying North of the adjusted line per City of Seattle Lot Boundary Adjustment Number 9806720.

And EXCEPT any portion of said Block 285 not conveyed to King County by said Warranty Deed recorded under King County Auditor's File No. 7112140537.

TOGETHER WITH an access and egress easement for vehicles and pedestrians of all types and kinds 90 feet in width (60 foot wide roadway plus sidewalks), being a southerly extension of 2nd Ave. So to the northerly boundary of Lot 5, Block 325 described above.

SUBJECT TO an easement by reservation for a portion of the footprint of the Weller Street pedestrian bridge touchdown together with related maintenance and access rights to and for the Weller Street pedestrian bridge on, over and through that portion of the following described property which is located within the unexcepted portions of Lot 5, Block 325 and vacated 3rd Avenue South described above:

A portion of the Southwest quarter of the Northwest quarter of Section 5, Township 24 North, Range 4 East, W.M.; King County, Washington being a portion of Block 285, Seattle Tidelands as recorded in Volume 2, pages 29 and 30 of Plats, Records of King County, Washington and also vacated 3rd Avenue South as vacated by City of Seattle Vacation Ordinance No. 10552. More particularly described as follows:

Commencing at the intersection of Occidental Avenue South and South King Street; thence South 89°53'29" East (Seattle Tidelands), 703.55 feet along the centerline of South King Street; thence South 00°06'31" West, 40.00 feet perpendicular to the centerline of South King Street to a point on the South margin of South King Street said point being described as 673.47 feet distant from the intersection of the East margin of Occidental Avenue South and the South margin of South King Street in a Warranty Deed filed under Auditor's File No. 7112140537 records of King County, Washington; thence continuing South 00°06'31" West, 60 feet along a property line per said Deed; thence South 89°53'29" East, 15.10 feet along a property line per said Deed; thence South 00°40'42" East, 100.10 feet; said point being the TRUE POINT OF

EXHIBIT A - 1

30004695 03

2000 052 2000750

BEGINNING; thence South 88°53'57" East, 93.95 feet to a property line per said Deed; thence South 01°06'03" West, 110.00 feet along said property line; thence North 88°53'57" West, 102.55 feet; thence North 00°40'42" West, 110.06 feet; thence South 88°53'57" East, 11.41 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO a 10 foot wide water line easement by reservation across a portion of Lot 4, Block 285, Seattle Tidelands, located 5 feet on each side of the following described centerline:

Commencing at the intersection of Occidental Avenue South and South King Street; thence South 89°53'29" East (Seattle Tidelands), 703.55 feet along the centerline of South King Street; thence South 00°06'31" West, 40.00 feet perpendicular to the centerline of South King Street to a point on the South margin of South King Street said point being described as 673.47 feet distant from the intersection of the East margin of Occidental Avenue South and the South margin of South King Street in a Warranty Deed filed under Auditor's File No. 7112140537 records of King County, Washington; thence continuing South 00°06'31" West, 60 feet along a property line per said Deed; thence South 89°53'29" East, 15.10 feet along a property line per said Deed; thence South 00°40'42" East, 100.10 feet; thence South 88°53'57" West, 11.41 feet; thence South 00°40'42" West, 14.68; said point being the TRUE POINT OF BEGINNING; thence North 89°38'57" West 19.19 feet, more or less, to the existing 6 inch water line running approximately north and south, and the termination of the herein described centerline.

SUBJECT TO an easement by reservation for extensions of 2nd Ave. So. (approximately 90 feet), 3rd Ave. So. (approximately 72 feet), and South Lane St. (approximately 72 feet) for the purpose of providing bus ingress, egress and through travel for the benefit of King County's Transportation Department. Grantee has the right to establish the exact location of this reserved easement so long as its configuration provides reasonable bus ingress and egress and through travel to the Washington State Department of Transportation's adjacent multi-modal facility. Improvements for this reserved easement are subject to the provisions of Section 1.5.4 of the Property Contribution Agreement and Paragraph 12a, third bullet of Exhibit C thereto (Agreement and Letter of Intent) which Property Contribution Agreement is more particularly identified in Exhibit B to this Statutory Warranty Deed as Exception to Title No. 15. This reserved easement shall be extinguished upon dedication of the area comprising the reserved easement as a public street right of way meeting the same specifications as this easement reservation.

EXHIBIT A - 2

30004695 03

FIRST AMENDMENT

to

MASTER LEASE

Dated November 24, 1998

between

WASHINGTON STATE PUBLIC STADIUM AUTHORITY,

a public corporation of the State of Washington

and

FIRST & GOAL INC.,

a Washington corporation

Dated: July 22, 1999

FIRST AMENDMENT TO MASTER LEASE

EFFECTIVE DATE: July __, 1999

BETWEEN: WASHINGTON STATE PUBLIC STADIUM AUTHORITY,
a Washington State public corporation
401 Second Avenue South, Suite 520
Seattle, WA 98104 ("PSA")

AND: FIRST & GOAL INC.,
a Washington corporation
110-110th Avenue N.E., Suite 550
Bellevue, WA 98004 ("FGI")

This is the First Amendment to the Master Lease dated November 24, 1998, between the parties hereto (the "Lease"). All defined terms used herein shall have the same meaning as in the Lease unless otherwise defined herein.

1. Maintenance Plans. Sections 11.1.3 and 11.1.4 of the Lease are modified as follows. FGI shall submit to PSA the first Annual Maintenance Plan and the first Five-Year Plan for the Exhibition Center and Parking Facility after the RV show in March, 2000, but before June 30, 2000. Subsequent Annual Maintenance Plans and updates of Five-Year Plans shall be submitted by FGI to PSA at least thirty (30) days prior to each Lease Year, except that FGI shall submit to PSA the first Annual Maintenance Plan and the first Five-Year Plan for the Stadium and Other Improvements on or before October 31, 2003. PSA shall have 60 days from FGI's submission to review and approve the first Annual Maintenance Plans for the Exhibition Center/Parking Facility and Stadium/Other Improvements, respectively. Subsequent Annual Maintenance Plans shall be subject to the thirty (30) day review and approval period provided in Section 11.1.3.

2. Other Terms Ratified.

All other terms and conditions of the Lease are hereby ratified and affirmed.

1
2 IN WITNESS WHEREOF, this First Amendment has been executed by the
3 Parties as of the dates set forth below.

4
5 PSA:

WASHINGTON STATE PUBLIC STADIUM
AUTHORITY, a public corporation of the State of
Washington

6
7
8
9 By: Lorraine Hine
10 Lorraine Hine, Chair of the Board
11

12
13 FGI:

FIRST & GOAL INC., a Washington corporation

14
15 By: Robert J. Whitsitt
16 Robert J. Whitsitt, President
17
18

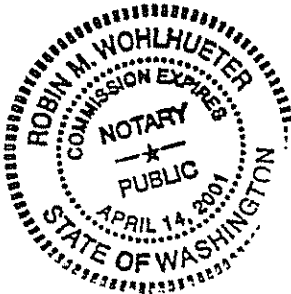
PSA 000172

EXHIBIT A
Page 133 of 179

1 STATE OF WASHINGTON)
 2) ss.
 3 COUNTY OF KING)
 4

5 I certify that I know or have satisfactory evidence that LORRAINE HINE is the person
 6 who appeared before me, and said person acknowledged that said person signed this instrument,
 7 on oath stated that said person was authorized to execute the instrument and acknowledged it as
 8 the Chair of the Board of the WASHINGTON STATE PUBLIC STADIUM AUTHORITY, a
 9 public corporation of the State of Washington, to be the free and voluntary act of such
 10 corporation for the uses and purposes mentioned in the instrument.
 11

12
 13 Dated this 22 day of July, 1999.



14 Robin M Wohlhueter
 15 (Signature of Notary)
 16

17 (Legibly Print or Stamp Name of Notary)

18 Notary public in and for the State of Washington,
 19 residing at King County
 20

21 My appointment expires 4-14-01
 22

23
 24 STATE OF WASHINGTON)
 25) ss.
 26 COUNTY OF KING)
 27
 28

29 I certify that I know or have satisfactory evidence that ROBERT J. WHITSITT is the
 30 person who appeared before me, and said person acknowledged that said person signed this
 31 instrument, on oath stated that said person was authorized to execute the instrument and
 32 acknowledged it as the President of FIRST & GOAL INC., a Washington corporation, to be the
 33 free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.
 34

35 Dated this 22 day of July, 1999.

36 Cynthia L. Kelley
 37 (Signature of Notary)
 38

39 Cynthia L. Kelley
 40 (Legibly Print or Stamp Name of Notary)

41 Notary public in and for the State of Washington,
 42 residing at Kirkland, WA
 43

44 My appointment expires 9-28-01

PSA 000173

SECOND AMENDMENT

to

MASTER LEASE

Dated November 24, 1998

between

WASHINGTON STATE PUBLIC STADIUM AUTHORITY,

a public corporation of the State of Washington

and

FIRST & GOAL INC.,

a Washington corporation

Dated: September 17, 1999

SECOND AMENDMENT TO MASTER LEASE

EFFECTIVE DATE: September __, 1999

BETWEEN: WASHINGTON STATE PUBLIC STADIUM AUTHORITY,
a Washington State public corporation
401 Second Avenue South, Suite 520
Seattle, WA 98104 ("PSA")

AND: FIRST & GOAL INC.,
a Washington corporation
110-110th Avenue N.E., Suite 550
Bellevue, WA 98004 ("FGI")

This is the Second Amendment to the Master Lease dated November 24, 1998, between the parties hereto, as previously amended on July 22, 1999, (collectively, together with this Second Amendment, the "Lease"). All defined terms used herein shall have the same meaning as in the Lease unless otherwise defined herein. All references in other documents to the "Master Lease" shall be interpreted to mean the Lease as hereby amended, unless a different interpretation is compelled by the circumstances. All references to the "County Ordinance" shall be interpreted to mean King County Ordinance No. 1999-0366, as amended or superseded from time to time. All references to the "MOU" shall be interpreted to mean the Memorandum of Understanding Regarding Implementation of Various Aspects of Chapter 220, Laws of 1997, dated August 26, 1998 among the Office of Financial Management of the State of Washington, the Office of the State Treasurer of the State of Washington, and PSA, as amended on April 20 and April 28, 1999.

1. Taxes and Ticket Surcharge. Section 18 of the Lease is hereby amended to read in its entirety as follows:

18.1 King County Taxes.

King County is authorized by RCW 36.38.010 to levy a tax of up to 10% on tickets for admission to events at the Project (the "Admissions Tax"), and by RCW 36.38.040 to levy a tax of up to 10% on parking at the Project (the "Parking Tax"). FGI shall collect and remit such taxes as provided by Law, including the County Ordinance (and in applying such County Ordinance, FGI is "a person who by agreement with PSA is obligated to collect the tax") and by any agreement with King County or the State of Washington. Any failure of FGI to collect and remit such taxes as required by Law or any Admissions Tax and Parking Tax collection agreement with King County or the State of Washington, which failure is material and remains uncured, shall constitute an Event of Default under this Lease.

18.2 Ticket Surcharge.

18.2.1 In accordance with Section 13.2.3.2 of the Development Agreement and Section 19.3 of this Lease, PSA hereby imposes and FGI hereby consents to and agrees to pay, a Ticket Surcharge. The Ticket Surcharge of this Section 18.2 is the exclusive surcharge on tickets for events at the Project contemplated by Section 19.3 of this Lease and Section 13.2.3.2 of the Development Agreement. FGI agrees to this limited and exclusive exercise of PSA's authority under Section 105(5) of the Act. PSA shall not impose any other fees, charges, surcharges or taxes pursuant to Section 105(5) of the Act or Section 13.2.3.2 of the Development Agreement or Section 19.3 of this Lease without FGI's prior consent which may or may not be given in FGI's sole discretion.

18.2.2 FGI shall collect, remit, and report to the State Treasurer (notwithstanding anything in the Development Agreement or Lease to the contrary) the Ticket Surcharge substantially in the manner, and subject to substantially the terms (including without limitation record retention, late charges, and provisions for delinquent payments or underpayments), as those applicable to FGI's collection, remittance, and reporting of the Admissions Tax under Section 18.1 by the County Ordinance. Notwithstanding the foregoing, the amount of the Ticket Surcharge shall not be printed on tickets. For the purposes of applying this clause and Section 18.3.2 below, the rights

1 of the County or State under the County Ordinance shall be considered corresponding
2 rights of PSA and the State Treasurer herein (and either PSA or the State Treasurer may
3 exercise such rights). PSA and FGI may mutually agree upon different methods of
4 collection, remittance and reporting of Ticket Surcharges if they determine them to be
5 simpler or more efficient. FGI shall remit the Ticket Surcharge and Rent by separate
6 checks. FGI shall provide to PSA written evidence of payment of the Ticket Surcharge to
7 the State Treasurer at the same time FGI makes each such payment to the State Treasurer.
8 The Ticket Surcharge shall be computed as a percentage of charges for admission to
9 events computed in exactly the same manner and on the identical revenue base as the
10 Admissions Tax on the Project levied by King County pursuant to the authority of
11 Section 301(5) of the Act, codified as RCW 36.38.010(5).

12 18.2.3 The Ticket Surcharge percentage rate shall be one and two-tenths
13 percent (1.2%). The Ticket Surcharge shall commence effective upon the effective date
14 that the County's Admission Tax is reduced to a rate, whereby such tax rate plus 1.2%
15 does not exceed the "maximum permissible admissions tax rate" as defined in Section
16 13.2.3.3 of the Development Agreement ("Maximum Total Rate"); provided, however,
17 that: (a) in the event of an NFL player strike or lockout which materially reduces the
18 number of Team Regular Season or Playoff Home Games played in the Stadium, or
19 damage or destruction materially reduces the number of events held at the Project, and if
20 the sum of the Ticket Surcharge and the Admissions Tax then being imposed is less than
21 the Maximum Total Rate, then the Parties shall, with approval of the State, negotiate a
22 reasonable temporary adjustment to the Ticket Surcharge percentage rate (up to a
23 maximum rate equal to the amount by which the Maximum Total Rate exceeds the actual
24 rate of Admissions Tax then being imposed) to compensate for the estimated lost Ticket
25 Surcharge for such reduced Home Games and/or events, but only to the extent reasonably
26 necessary to enable PSA to raise the Maximum Aggregate Amount contemplated by
27 Section 18.2.4, including projected future interest and earnings; and (b) such Ticket
28 Surcharge rate is always subject to reduction to a lesser rate (or, with the agreement of
29 FGI, to increase to a greater rate) as may be determined by the State Treasurer consistent
30 with Section 8.13 of the Lease, Protection of Tax-Exempt Bonds; and (c) PSA may

increase the Ticket Surcharge, to a percentage rate greater than one and two-tenths percent (1.2%), but not greater than a rate (when combined with the Admissions Tax rate) that would exceed the Maximum Total Rate, if PSA reasonably determines that projected revenues and earnings necessary to fund the Deferred Sales Tax Funds (defined in the Development Agreement) at any particular time are likely to be less than those previously projected as necessary to accrue sufficient Deferred Sales Tax Funds to timely repay the Deferred Sales Tax, but only to the extent reasonably necessary to enable PSA to raise the Maximum Aggregate Amount contemplated by Section 18.2.4, including projected future interest and earnings. In the event of the enactment of any Law which would make a subsequent imposition of any Ticket Surcharge, or increase of the rate of any Ticket Surcharge, illegal in the absence of the agreement of any person or persons other than the parties to this Lease, then the parties to this Lease shall in good faith negotiate an amendment to this Lease to achieve the intended outcome of this Section 18.2 while being fully consistent with such Law.

18.2.4 The Ticket Surcharge is intended to enable PSA to collect sufficient funds (including the aggregate proceeds of the Ticket Surcharge itself and the projected interest and other earnings accrued thereon) for, and may be utilized solely for the purpose of, enabling PSA to meet its obligations under Section 13.3 of the Development Agreement, up to the Maximum Aggregate Amount. The "Maximum Aggregate Amount" of the Ticket Surcharge, and interest and earnings thereon, shall be equal to the amount by which (x) the lesser of the actual Deferred Sales Tax or \$37,000,000; exceeds (y) the amount of Deferred Sales Tax Funds (other than Ticket Surcharge proceeds) deposited pursuant to Section 13.2.3.1 of the Development Agreement and the MOU, and the interest earned on such funds. PSA shall timely perform all of its obligations under the Lease, the Development Agreement and the provisions of the MOU under the captions "Payments for Deferred Sales Taxes" and "PSA Obligation to Repay Expenditures in Excess of \$300 Million Expenditure Limit." When, based on the reasonable projections, the amount of aggregate Ticket Surcharges theretofore collected and remitted, together with actual and projected future interest and earnings, equals or exceeds 95% of the total Ticket Surcharges and interest and earnings

thereon projected to be required under this Section 18.2, then FGI's obligation to collect and remit additional Ticket Surcharges shall cease, subject to the following sentence. At the time for the last installment payment by PSA of the Deferred Sales Taxes, FGI shall remit to PSA such amount as may be required (together with other remaining Deferred Sales Tax Funds) to timely pay in full the remaining Deferred Sales Taxes, up to the Maximum Aggregate Amount described in this Section 18.2.4, plus any additional amount required from FGI under Section 13.2.2 of the Development Agreement. Any disagreement between PSA and FGI as to when PSA has received sufficient Ticket Surcharge funds is subject to Dispute Resolution.

18.2.5 PSA shall cause the State Treasurer to establish an interest-bearing account (or to invest in interest-bearing instruments) for such Ticket Surcharge proceeds to accumulate funds to pay the amount of the Deferred Sales Taxes, which account will be a different account than the account described in Section 13.2.3.1 of the Development Agreement.

18.2.6. The Ticket Surcharge collected with respect to admissions in respect of Exhibition Hall Events is included in both "Exhibition Hall Revenues" and "Exhibition Hall Expenses."

18.3 Audit Rights.

18.3.1. As provided in Section 17.2 of the Development Agreement, FGI shall have the right to audit the applicable records of PSA to determine if PSA is in compliance with its obligations under Section 18.2 of the Lease and to determine when the Ticket Surcharge should terminate.

18.3.2 PSA shall have the same rights regarding auditing of records relating to Ticket Surcharges as the audit rights of the County and the State Treasurer relating to Admission Taxes pursuant to the County Ordinance and the statutes referenced therein. PSA may rely on, and participate in, any such audit performed by or for State Treasurer, or may perform its own audit. FGI shall fully cooperate with any such audit.

2. Other Terms Ratified.

All other terms and conditions of the Lease are hereby ratified and affirmed.

3. Inconsistencies in Development Agreement.

To the extent any provision of Section 13.2 of the Development Agreement is inconsistent with the provisions of Section 18 of the Lease, the language in the Lease shall control.

IN WITNESS WHEREOF, this Second Amendment has been executed by the Parties as of the dates set forth below.

PSA:

WASHINGTON STATE PUBLIC STADIUM
AUTHORITY, a public corporation of the State of
Washington

By: Lorraine Hine
Lorraine Hine, Chair of the Board

FGI:

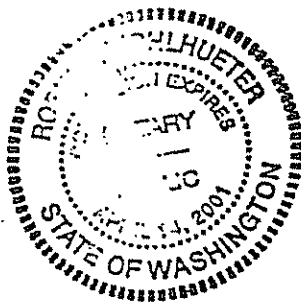
FIRST & GOAL INC., a Washington corporation

By: Robert J. Whitsitt
Robert J. Whitsitt, President

STATE OF WASHINGTON)
) ss.
 COUNTY OF KING)

I certify that I know or have satisfactory evidence that LORRAINE HINE is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Chair of the Board of the WASHINGTON STATE PUBLIC STADIUM AUTHORITY, a public corporation of the State of Washington, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this 17th day of September, 1999.



Robin M. Wahlhuter
 (Signature of Notary)
Robin M. Wahlhuter
 (Legibly Print or Stamp Name of Notary)
 Notary public in and for the State of Washington,
 residing at King County
 My appointment expires 4-14-01

STATE OF WASHINGTON)
) ss.
 COUNTY OF KING)

I certify that I know or have satisfactory evidence that ROBERT J. WHITSITT is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the President of FIRST & GOAL INC., a Washington corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this 27th day of September, 1999.

Charlotte J. Kores
 (Signature of Notary)
Charlotte J. Kores
 (Legibly Print or Stamp Name of Notary)
 Notary public in and for the State of Washington,
 residing at Penton
 My appointment expires May 19, 2003

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THIRD AMENDMENT

to

MASTER LEASE

between

WASHINGTON STATE PUBLIC STADIUM AUTHORITY,

a public corporation of the State of Washington

and

FIRST & GOAL INC.,

a Washington corporation

Dated: September 28, 2000

THIRD AMENDMENT TO MASTER LEASE

EFFECTIVE DATE: September 28, 2000

BETWEEN: WASHINGTON STATE PUBLIC STADIUM AUTHORITY,
a Washington State public corporation
401 Second Avenue South, Suite 520
Seattle, WA 98104 ("PSA")

AND: FIRST & GOAL INC.,
a Washington corporation
110-110th Avenue N.E., Suite 550
Bellevue, WA 98004 ("FGI")

This is the Third Amendment to the Master Lease between PSA and FGI (the "Lease"). All defined terms used in this Third Amendment shall have the same meaning as in the Lease unless otherwise separately defined in this Third Amendment.

1. The First Amendment to the Master Lease dated November 24, 1998 is hereby deleted.
2. Section 11.1.3 of the Master Lease is modified as follows:

The first sentence of Section 11.1.3 is deleted in its entirety and replaced with the following:

"FGI shall submit to PSA, for PSA's review and approval, a plan for the Normal Maintenance activities to be conducted at the Premises by FGI for a given Lease Year (the "Annual Maintenance Plan"). The Annual Maintenance Plan for the Exhibition Hall shall be submitted by June 1, 2001 and by June 1 of each Lease Year thereafter. The first Annual Maintenance Plan for the Stadium and Other Improvements shall be submitted by October 31, 2003 and thereafter by June 1 of each Lease Year thereafter."

PSA 000183

EXHIBIT A
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3. Section 11.1.4 of the Master Lease is modified as follows:

The first sentence of Section 11.1.4 is deleted in its entirety and replaced with the following:

"FGI shall submit to PSA, for PSA's review and approval, a new or updated plan of scheduled work to be performed upon the Premises during the ensuing five-year period in order to meet FGI's obligations under Section 11.3 for Major Maintenance and under Section 11.1.2.2 for certain modifications, capital improvements and upgrading, as well as FGI's rights under Section 11.4 for Modernization Improvements (a 'Five-Year Plan'). The Five-Year Plan for the Exhibition Hall shall be submitted by March 1, 2001 and by March 1 of each Lease Year thereafter. The first Five-Year Plan for the Stadium and Other Improvements shall be submitted by October 31, 2003, and thereafter by March 1 of each Lease Year thereafter."

4. No Further Modification.

The Lease remains in full force and effect and unmodified except by the Second Amendment and this Third Amendment.

IN WITNESS WHEREOF, this Third Amendment has been executed by the Parties to be effective on the date first set forth above.

PSA:

WASHINGTON STATE PUBLIC STADIUM
AUTHORITY, a public corporation of the State of
Washington

By: Lorraine Hine
Lorraine Hine, Chair of the Board

FGI:

FIRST & GOAL INC., a Washington corporation

By: Robert J. Whitsitt
Robert J. Whitsitt, President

PSA 000184

STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

I certify that I know or have satisfactory evidence that LORRAINE HINE is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Chair of the Board of the WASHINGTON STATE PUBLIC STADIUM AUTHORITY, a public corporation of the State of Washington, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this 20th day of September, 2000.



Robin M. Wohlschuetz
(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington,
residing at King County WA

My appointment expires 4-14-01

STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

I certify that I know or have satisfactory evidence that ROBERT J. WHITSITT is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the President of FIRST & GOAL INC., a Washington corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this 3 day of November, 2000.

Charlotte J. Kores
(Signature of Notary)

Charlotte J. Kores
(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington,
residing at Renton

My appointment expires May 19, 2003

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FOURTH AMENDMENT

to

MASTER LEASE

between

WASHINGTON STATE PUBLIC STADIUM AUTHORITY,

a public corporation of the State of Washington

and

FIRST & GOAL INC.,

a Washington corporation

Dated: November 1, 2001

FOURTH AMENDMENT TO MASTER LEASE

EFFECTIVE DATE: November 1, 2001

BETWEEN: WASHINGTON STATE PUBLIC STADIUM AUTHORITY,
a Washington State public corporation
401 Second Avenue South, Suite 520
Seattle, WA 98104 ("PSA")

AND: FIRST & GOAL INC.,
a Washington corporation
505 Fifth Avenue South, Suite 900
Seattle, WA 98104 ("FGI")

This is the Fourth Amendment to the Master Lease between PSA and FGI (the "Lease"). All defined terms used in this Fourth Amendment shall have the same meaning as in the Lease unless otherwise separately defined in this Fourth Amendment.

1. Section 11.1.3 of the Master Lease, as amended, is modified as follows:

1.1 The second sentence of Section 11.1.3 is deleted in its entirety and replaced with the following:

"The Annual Maintenance Plan for the Exhibition Center and Parking Facility shall be submitted by June 1, 2001 and by August 1 of each Lease Year thereafter."

1.2 The third sentence of Section 11.1.3 is deleted in its entirety and replaced with the following:

"The first Annual Maintenance Plan for the Stadium and Other Improvements shall be submitted by August 1, 2003 and by August 1 of each Lease Year thereafter."

1.3 The fourth sentence of Section 11.1.3 is deleted and replaced with the following:

"PSA shall have ninety (90) days from FGI's submission to review and approve, conditionally approve, or disapprove the Annual Maintenance Plan."

2. Section 11.1.4 of the Master Lease, as amended, is modified as follows:

The fifth sentence of Section 11.1.4 is deleted in its entirety and replaced with the following:

"PSA shall have sixty (60) days from FGI's submission to review and approve, conditionally approve, or disapprove each Five-Year Plan."

3. Section 11.1.5 of the Master Lease, as amended, is revised by adding the following after the first sentence of Section 11.1.5:

"PSA shall have ninety (90) days to review and comment on each annual maintenance report."

4. No Further Modification.

The Lease remains in full force and effect and unmodified except by the Second Amendment, the Third Amendment and this Fourth Amendment.

IN WITNESS WHEREOF, this Fourth Amendment has been executed by the Parties to be effective on the date first set forth above.

PSA:

WASHINGTON STATE PUBLIC STADIUM
AUTHORITY, a public corporation of the State of
Washington

By: Lorraine Hine
Lorraine Hine, Chair of the Board

FGI:

FIRST & GOAL INC., a Washington corporation

By:

A handwritten signature in dark ink, appearing to read "Robert J. Whitsitt", is written over a horizontal line.

Robert J. Whitsitt, President